

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

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|---------------------------------|---|------------------------------|
| VERSATA SOFTWARE, INC., F/K/A | § | |
| TRILOGY SOFTWARE, INC.; and | § | |
| VERSATA DEVELOPMENT GROUP, | § | |
| INC., F/K/A TRILOGY DEVELOPMENT | § | |
| GROUP, INC. | § | |
| | § | |
| Plaintiffs, | § | |
| v. | § | CIVIL ACTION NO. 1:12-cv-916 |
| | § | |
| PLANVIEW, INC. | § | JURY TRIAL DEMANDED |
| | § | |
| Defendant. | § | |

PLAINTIFFS' ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT

Plaintiffs Versata Software, Inc., f/k/a Trilogy Software, Inc. and Versata Development Group, Inc., f/k/a Trilogy Development Group, Inc. (collectively “Versata”) file this Complaint for patent infringement against Defendant Planview, Inc. (“Planview”).

PARTIES

1. Plaintiff Versata Software, Inc., f/k/a Trilogy Software, Inc., is a corporation existing under the laws of Delaware with its principal place of business at 401 Congress, Suite 2650, Austin, Texas 78730.

2. Plaintiff Versata Development Group, Inc., f/k/a Trilogy Development Group, Inc., is a corporation existing under the laws of Delaware with its principal place of business at 401 Congress, Suite 2650, Austin, Texas 78730.

3. Defendant Planview, Inc. is a Texas corporation that has its principal place of business at 8300 North Mopac #300, Austin, Texas 78759.

JURISDICTION AND VENUE

4. This is an action for patent infringement under the Patent Laws of the United States, 35 U.S.C. § 271.
5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).
6. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(b) and 1400(b).

FACTS

7. On July 11, 1995, the USPTO duly and legally issued United States Patent No. 5,432,934. Versata holds all right, title, and interest in and to the '934 Patent, including the right to sue and recover damages for infringement. A true and correct copy of the '934 Patent is attached as **Exhibit A**.

8. On November 11, 2003, the USPTO duly and legally issued United States Patent No. 6,647,396. Versata holds all right, title, and interest in and to the '396 Patent, including the right to sue and recover damages for infringement. A true and correct copy of the '396 Patent is attached as **Exhibit B**.

9. On January 6, 2004, the USPTO duly and legally issued United States Patent No. 6,674,450. Versata holds all right, title, and interest in and to the '450 Patent, including the right to sue and recover damages for infringement. A true and correct copy of the '450 Patent is attached as **Exhibit C**.

10. On June 14, 2005, the USPTO duly and legally issued United States Patent No. 6,907,414. Versata holds all right, title, and interest in and to the '414 Patent, including the right to sue and recover damages for infringement. A true and correct copy of the '414 Patent is attached as **Exhibit D**.

11. Planview makes and sells Planview Enterprise and other software products to customers throughout the United States, including in this Judicial District.

12. As described more fully below, Planview Enterprise and other Planview software products infringe the '934, '396, '450, and '414 patents owned by Versata.

13. Planview makes, uses, licenses, sells, and offers for sale into the State of Texas, in this judicial district, and elsewhere within the United States, Planview Enterprise and the other software products that infringe the '934, '396, '450, and '414 patents.

COUNT I: INFRINGEMENT OF THE '934 PATENT

14. Versata incorporates the foregoing paragraphs as if fully set forth here.

15. Planview has been and is now directly infringing and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '934 Patent in the State of Texas, in this judicial district, and elsewhere within the United States by, among other things, making, using, licensing, selling, and offering for sale infringing software products and related services.

16. Planview's infringement has caused, and is continuing to cause, injury to Versata.

17. Versata has been damaged by Planview's infringement of the '934 Patent in an amount to be determined at trial, and has suffered and will continue to suffer irreparable loss and injury unless Planview is permanently enjoined from infringing the '934 Patent.

18. At least as early as its receipt of this Complaint, Planview has had knowledge of the '934 Patent and written notice of the infringement.

COUNT II: INFRINGEMENT OF THE '396 PATENT

19. Versata incorporates the foregoing paragraphs as if fully set forth here.

20. Planview has been and is now directly infringing and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '396 Patent in the State of Texas, in this judicial district, and elsewhere within the United States by, among other things, making, using, licensing, selling, and offering for sale infringing software products and related services.

21. Planview's infringement has caused, and is continuing to cause, injury to Versata.

22. Versata has been damaged by Planview's infringement of the '396 Patent in an amount to be determined at trial, and has suffered and will continue to suffer irreparable loss and injury unless Planview is permanently enjoined from infringing the '396 Patent.

23. At least as early as its receipt of this Complaint, Planview has had knowledge of the '396 Patent and written notice of the infringement.

COUNT III: INFRINGEMENT OF THE '450 PATENT

24. Versata incorporates the foregoing paragraphs as if fully set forth here.

25. Planview has been and is now directly infringing and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '450 Patent in the State of Texas, in this judicial district, and elsewhere within the United States by, among other things, making, using, licensing, selling, and offering for sale infringing software products and related services.

26. Planview's infringement has caused, and is continuing to cause, injury to Versata.

27. Versata has been damaged by Planview's infringement of the '450 Patent in an amount to be determined at trial, and has suffered and will continue to suffer irreparable loss and injury unless Planview is permanently enjoined from infringing the '450 Patent.

28. At least as early as its receipt of this Complaint, Planview has had knowledge of the '450 Patent and written notice of the infringement.

COUNT IV: INFRINGEMENT OF THE '414 PATENT

29. Planview has been and is now directly infringing and indirectly infringing by way of inducing infringement and/or contributing to the infringement of the '414 Patent in the State of Texas, in this judicial district, and elsewhere within the United States by, among other things, making, using, licensing, selling, and offering for sale infringing software products and related services.

30. Planview's infringement has caused, and is continuing to cause, injury to Versata.

31. Versata has been damaged by Planview's infringement of the '414 Patent in an amount to be determined at trial, and has suffered and will continue to suffer irreparable loss and injury unless Planview is permanently enjoined from infringing the '414 Patent.

32. At least as early as its receipt of this Complaint, Planview has had knowledge of the '414 Patent and written notice of the infringement.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs Versata Software, Inc., Versata Development Group, Inc. pray for the following relief against Defendant Planview, Inc.

A. A judgment in favor of Versata that Planview has infringed, directly and indirectly by way of inducing infringement and/or contributing to the infringement of Versata's '934, '396, '450, and '414 patents;

B. A permanent injunction, enjoining Planview along with its officers, directors, agents, servants, employees, affiliates, divisions, branches, subsidiaries, and parents from

infringing, inducing the infringement of, or contributing to the infringement of Versata's '934, '396, '450, and '414 patents;

C. A judgment and order requiring Planview to pay Versata damage for Planview's infringement of Versata's '934, '396, '450, and '414 Patents, together with interest (both pre- and post-judgment), costs and disbursements as fixed by this Court under 35 U.S.C. § 284;

D. A judgment and order finding Planview's infringement willful and awarding treble the amount of damages and losses sustained by Versata as a result of Planview's infringement under 35 U.S.C. § 284;

E. A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285 and awarding to Versata its reasonable attorneys' fees; and

F. Such other and further relief in law or in equity to which Versata may be justly entitled.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury of any and all issues triable of right before a jury.

Respectfully submitted,

AHMAD, ZAVITSANOS, ANAIPAKOS, ALAVI & MENSING, P.C.

/s/ Demetrios Anaipakos

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